



This instrument was prepared by:

Name: Simon Ferro  
Address: Greenberg Traurig, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131

CFN 2003R0658233  
DR Bk 21621 Pgs 2928 - 2936; (9pgs)  
RECORDED 09/08/2003 14:51:22  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

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### DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the **County** that the representations made by the owner during consideration of Public Hearing No. 02-280 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted, prepared by Bellon Milanes Architects Planners, entitled, Evergreen Garden Estates, dated the 20<sup>th</sup> day of December, 2002, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.
- (2) That prior to final plat approval Owner shall create, at Owner's option, either a Homeowners Association or, subject to county approval, a Special Taxing District which will be responsible for the management, maintenance and repair of the Community Plaza reflected on the Site Plan.
- (3) That the Property shall be limited to not more than 109 single family homes.



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**County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

**Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

**Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

**Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

**Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any

action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

**Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

**Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

**Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

**Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the application.

**Acceptance of Declaration.** The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part.

[Execution Pages Follow]

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**ACKNOWLEDGMENT  
CORPORATION**

Signed, witnessed, executed and acknowledged on this 23 day of July, 2003.  
IN WITNESS WHEREOF, MAR LAND Group LLC has caused these  
presents to be signed in its name by its proper officials.

**Witnesses:**

Michelle Villar  
Signature

Michelle Villar  
Print Name

Barbara A. Zambrano  
Signature

Barbara A. Zambrano  
Print Name

Alicia Pina

Address:  
15500 New Barn Rd Suite 104

MIAMI LAKES, FL 33014

By MANAGING MANAGER  
(President, Vice-President or CEO\*)

Print Name: Alicia Pina

[\*Note: All others require attachment of  
original corporate resolution of

**authorization]**

**STATE OF FLORIDA**

**COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by Alicia Pina  
the MANAGER of MAR LAND Group LLC, a corporation, on behalf of the  
corporation. He is personally known to me or has produced \_\_\_\_\_  
as identification.

Witness my signature and official seal this 23 day of July, 2003, in the  
County and State aforesaid.

Michelle Villar

Notary Public-State of \_\_\_\_\_  
Michelle Villar

Print Name

Michelle Villar  
My Commission DD181788  
Expires February 02, 2007

My Commission Expires:

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**JOINDER BY MORTGAGEE  
TRUSTEE**

The undersigned MAY L. ROTOLANTE Trustee and  
Mortgagee under that certain mortgage from  
MAR LAND GROUP, LLC dated the 15th day of  
January 2003 and recorded in Official Records Book  
21409 Page 3760 of the Public Records of Miami-Dade County,  
Florida, covering all/or a portion of the property described in the foregoing agreement,  
does hereby acknowledge that the terms of this agreement are and shall be binding  
upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 22nd day of  
July 2003.

**Witnesses:**

Beverly J. Compton

Signature  
BEVERLY J. COMPTON

Print Name

Peter B. Cagle  
Signature

PETER B. CAGLE

Print Name

May L. Rotolante

Trustee Signature

Print Name MAY L. ROTOLANTE

Address:

5345 S.W. 84th Street

Miami, FL 33143

(Space reserved for Clerk)

STATE OF FLORIDACOUNTY OF MIAMI-DADE

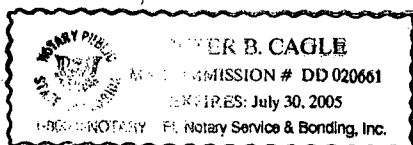
The foregoing instrument was acknowledged before me by MAY L. ROTOLANTE, Trustee, to me personally known or produced (Personally Known) as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

Witness my signature and official seal this 22 day of July  
2003 in the County and State aforesaid.

Peter B. Cagle  
Notary Public-State of FL

1 PETER B. CAGLE  
Print Name

My Commission Expires:



(Space reserved for Clerk)

**JOINDER BY MORTGAGEE  
TRUSTEE**

The undersigned WAYNE A. ROTOLANTE Trustee and  
Mortgagee under that certain mortgage from  
MAR LAND GROUP, LLC dated the 15th day of  
January 2003, and recorded in Official Records Book  
21409 Page 3760 of the Public Records of Miami-Dade County,  
Florida, covering all/or a portion of the property described in the foregoing agreement,  
does hereby acknowledge that the terms of this agreement are and shall be binding  
upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 22nd day of  
July 2003

**Witnesses:**

Beverly J. Compton  
Signature  
BEVERLY J. COMPTON  
Print Name  
Peter B. Cagle  
Signature  
PETER B. CAGLE  
Print Name

Wayne A. Rotolante  
Trustee Signature  
Print Name WAYNE A. ROTOLANTE  
Address:  
5345 S.W. 84th Street  
Miami, FL 33143

(Space reserved for Clerk)

STATE OF FLORIDACOUNTY OF MIAMI-DADE

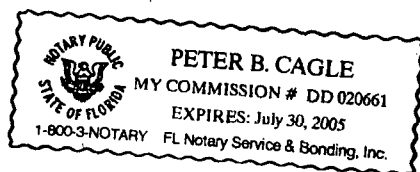
The foregoing instrument was acknowledged before me by WAYNE A. ROTOLANTE, Trustee, to me personally known or produced (Personally Known) as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

Witness my signature and official seal this 22 day of July, 2003, in the County and State aforesaid.

Peter B. Cagle  
Notary Public-State of FL

1 PETER B. CAGLE  
Print Name

My Commission Expires:





**Exhibit "A"**

N 1/2 of the SW 1/4 of the NE 1/4 of Section 2, Township 57 South,  
Range 39 East, and including Railroad SPUR Right of Way @ OR  
Book 19586/3816, Miami-Dade County, Florida.

## OPINION OF TITLE

TO: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to the Miami-Dade County Department of Planning and Zoning as an inducement for the acceptance of a Declaration of Restrictions/Declaration of Use/Unity of Title/Development Agreement/Covenant-in-Lieu or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering the real property described herewith, it is hereby certified that we have examined Attorneys' Title Insurance ~~Policy~~ Title Search Report \_\_\_\_\_, which ~~Policy~~ covers the period from the BEGINNING through June 2, 2003 \_\_\_\_\_, and an Attorneys' Title update certified through June 26, 2003 @ 11:00 P.M. \_\_\_\_\_, inclusive of the following described real property located and situated in Miami-Dade County, Florida:

N 1/2 of the SW 1/4 of the NE 1/4 of Section 2,  
Township 57 South, Range 39 East, and SPUR Right  
of Way @ OR Book 19586/3816, Miami-Dade County,  
Florida.

Basing my opinion solely on the above-referenced title information, I am of the opinion that on the last mentioned date, the fee simple title to the real property was vested in:

MAR LAND GROUP, LLC, a Florida limited liability company

Subject to the following encumbrances, liens and other exceptions:

A. RECORDED MORTGAGES:

Mortgage from MAR LAND GROUP, LLC to WAYNE A. ROTOLANTE and MAY L. ROTOLANTE, Co-Trustees of the HENRY C. MORAT TRUST, dated January 15th, 2003, and recorded July 9th, 2003, in Official Records Book 21409, at Page 3760, of the Public Records of Miami-Dade County, Florida.

B. RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGEMENTS:

NONE

C. GENERAL EXCEPTIONS:

Taxes for the year 2003 and subsequent years which are not yet due and payable (Folio No.: 30-7902-000-0030)

D. SPECIAL EXCEPTIONS:

1. Declaration of Use recorded in Deed Book 2310, Page 204;
  2. Declaration of Use recorded in Deed Book 3961, Page 70;
  3. Easement for Construction and Maintnenace of Pipe Line recorded in O.R. Book 3646, Page 111;
  4. Grant of Easement recorded in O.R. Book 10012, Page 978.
- (All in the Public Records of Miami-Dade County, Florida)

ALL RECORDINGS REFERENCED HEREIN ARE TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Therefore, it is our opinion that the following parties must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

NAME	INTEREST	SPECIAL
EXCEPTION NO.		
WAYNE A. ROTOLANTE & MAY L. ROTOLANTE	TRUSTEES	

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in

the State of Florida, and a member in good standing of The Florida Bar.

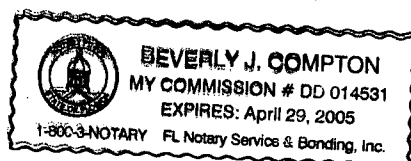
Respectfully submitted, this 22nd day of July, 2003.

PETER B. CAGLE, P.A.

By: *Peter B. Cagle*  
PETER B. CAGLE, ESQ.  
FL Bar No.: 317306  
6701 Sunset Drive, Suite 112  
South Miami, FL 33143  
Phone: (305) 666-8509  
Fax : (305) 661-5497

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 22nd day of July, 2003 by PETER B. CAGLE, who is personally known to me.



*Beverly J. Compton*  
Name: BEVERLY J. COMPTON  
Notary Public State of Florida  
My Commission Expires: \_\_\_\_\_

**Exhibit A**  
**Legal Description**

The North 1/2 of the Southwest 1/4 of the Northeast 1/4, all being in Section 2, Township 57 South, Range 39 East, lying and being in Miami-Dade, Florida.